IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

. Contempt Petition No. 301 of 2005

Anil Bhagwanji Jobanputra. **..Petitioner.**

Versus.

Suryakant Bhagwanji Jobanputra
and Anr.

..Respondents.

Mr. Khambatta i/b Federal Rashmikant appointed as amicus curiae for Petitioner.

M.M. Vashi,appointed as an amicus curiae for respondent no.1.

Nimish Pondya i/b Pandya & Co.for respondent No.2 to 5.

CORAM:A.M.KHANWILKAR,J.
DATED:18.03.2006

P.C.:-

. On going through the controversy which is brought before this Court, the same can be worked out if the following directions are given to the petitioners and respondent no.1/contemner.

. The grievance which is brought before this Court, essentially emanates from the default committed by respondent no.1,i.e. brother of the petitioner,in offering contribution towards the rent. The grievance is that respondent no.1 was in arrears of contribution of proportionate rent to be

paid to landlord and further inspite of directions of the Court the amount of rent has been paid directly to the landlord. To bring quietus to the entire controversy, following directions are issued to the petitioner and respondent no.1.

A] . Both of them shall initially deposit one year's rent with the Court Receiver in advance, 50% each contribution basis. The amount so deposited with the Court Receiver will be made over to the landlord by the Court Receiver as and when the rent becomes due and payable. The petitioner and respondent no.1 shall ensure that the said rent account maintained by the Court Receiver is replenished from time to time by contributing proportionate share of 50% each towards the rent amount, become payable to the landlord. If this course is adopted the apprehension that the tenancy is being jeoparadised by one of the brother will not arise, as advance of one year's rent will be deposited with the Court Receiver at any point of time to be replenished from time to time on the terms already indicated above. If the Court Receiver is of the opinion that either petitioner

or respondent no.1 has failed to comply the above order, he may issue show cause notice to the concerned person to show cause as to why agency agreement qua him should not be cancelled and take those proceedings toits logical end in accordance with law.

B]. The landlord, respondent no.2, shall be entitled to claim six monthly rent directly from the Court Receiver from time to time and issue rent receipts in the name of the original tenant to be deposited with the Court receiver.

C]. The grievance made on behalf of the petitioner that infact petitioner has contributed amount over and above the amount payable to the landlord towards his contribution to avoid the tenancy being jeoparadised, the petitioner will be entitled to receive proportionate amount from the respondent no.1. That aspect is left open to decided in appropriate proceeding.

D]. Similarly, claim in terms of prayer clause (c) and (d) of this petition are left open to be decided in appropriate proceeding if resorted to by

the parties.

E] The reliefs in terms of prayer clause (a) are concerned, petition shall stand disposed of in the above terms.

F] In so far as, non- compliance of the directions given by the City Civil Court dated 24.12.2004 is concerned, it will be open to the petitioner to take out appropriate proceeding before the trial Court as may be advised which will be decided on its own merits.

. In view of the above directions, no further orders are required in terms of prayer clause (a) of the petition.

. Statement made by respondent no.2 landlord through counsel that as on today i.e., 18th March, 2006 there are no arrears in respect of disputed property, is taken on record.

. Petition disposed of on the above terms.

. Court expresses word of gratitude to the

counsels who have appeared on request made by the Court as amicus curiae to espouse the cause of the petitioner and respondent no.1 respectively.

[A.M.KHANWILKAR.J.]